

92 1289

COLSF 6.5.1V1

CONTRACT FOR DRILLING SERVICES, COLBERT LANDFILL
REMEDIAL DESIGN/REMEDIAL ACTION PROJECT

This agreement is made and entered into this 10th day of September, 1992, by and between Spokane County, a political subdivision of the State of Washington, and Staco Well Services, Inc., 220 Academy Street, Mt. Angel, Oregon, 97362, hereinafter referred to as the "Contractor".

WITNESSETH:

Spokane County and Contractor, for the considerations specified hereafter, mutually agree as follows:

I.

Contractor agrees to perform and furnish all labor, materials, equipment, fuel, tools transportation, supplies, utilities, services and incidentals as required in the Contract Documents, which include and incorporate by reference the following items, as though fully set forth herein:

1. Request for Bid for Project No. 92-065, Drilling Services for Colbert Landfill Remedial Design/Remedial Action Project, including Addendum 1, currently on file with the Spokane County Purchasing department (hereinafter referred to as the "Request for Bid").
2. Attachment A-Bid Response Documents, Staco Well Services, Inc., dated August 3, 1992, currently on file with the Spokane County Purchasing Department (hereinafter referred to as the "Contractor's Bid Response").
3. Project Documents, as defined in paragraph 1.2, Section 1, Page 3 of the Request for Bid, currently on file with the Spokane County Division of Utilities (hereinafter referred to as the "Project Documents").
4. Performance and Payment Bond submitted by the Contractor, as required by paragraph 1.7, Section 1, Page 4 of the Request for Bid.

II.

This site has been classified as a Superfund Site in accordance with the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) and the Superfund Amendment and Reauthorization Act of 1986 (SARA). Contractor shall conform to and comply with all restrictions and guidance dictated by this legislation, as well as any applicable local and state regulations, specifically WAC 173-160. Contractor shall also conform to and comply with any modifications of existing applicable regulations.

USEPA SF



1414409

CU03759

III.

Contractor shall provide a copy of the Project Consent Decree, currently on file with the Spokane County Division of Utilities, to and require compliance with the Project Documents by all subcontractors retained by Contractor to provide services at the project site.

IV.

Spokane County agrees to pay to the Contractor a total Contract Amount computed from the unit prices in the Bid Schedule set forth in the Contractor's Bid Response and based on actual quantities furnished and authorized change orders, plus Washington State Sales Tax as applicable. Based upon the unit prices in the bid response and upon the quantities estimated from the Contract Documents, the Estimated Total Contract Amount is Three Hundred Seventy-nine Thousand Two Hundred Forty-six Dollars and 25 Cents (\$379,246.25) which includes the amount payable to the Contractor by Spokane County for the applicable Washington State Sales Tax. The total amount shall be paid upon completion of the Contract and the final acceptance by Spokane County, less five percent (5%) to be retained, managed and disbursed pursuant to RCW 60.28.010. Progress payments may be submitted by the Contractor as work is completed and accepted.

V.

Records of services provided and expenses incurred under this Agreement shall be maintained under generally recognized accounting methods and shall be available for audit or inspection by the County at mutually convenient times, and to any authorized representative of the state or federal government, for a period of at least six (6) years after expiration or termination of this Contract. At the end of the six (6) year period, Spokane County shall be notified by Contractor of the intent of Contractor to destroy or discard such records, in order to allow the County the opportunity to take possession of such records before they are destroyed.

VI.

To the maximum extent permitted by law, Contractor agrees to fully defend, protect, indemnify, and hold harmless Spokane County and Landau Associates, Inc., their employees and agents from and against any claim, suit, action, or liability, costs, expenses (including those incurred in defense thereof), and damage or loss in connection therewith, which may be made or asserted by Contractor, Contractor's employees or agents, other contractors or any third parties (including but not limited to Spokane County's agents, servants or employees) arising from bodily injury, death, or property damage caused by or resulting from Contractor's actions, during execution of this project. These indemnities shall survive any termination of this agreement.

CU03760

Contractor shall place the highest priority on health and safety during the progress of work. Therefore, it shall be the responsibility of Contractor to provide and maintain a safe working environment for its employees during the progress of work and to adequately protect the health and safety of Contractor's agents and subcontractors and their respective employees, the County's and Landau Associates' employees, the public and any other third parties. All tools, equipment, facilities, and other items used by Contractor, and practices employed by Contractor in accomplishing the work, are considered to be part of the working environment.

Contractor shall implement a Health and Safety Plan for its employees covering an exposure to hazardous materials (as defined in RCRA, 40 CFR, Part 261) and shall complete all work in accordance with that plan. Contractor may elect to use the site-specific Landau Associates Health and Safety Plan; Provided, Contractor shall hold Landau Associates and the County harmless from, and indemnify it against, all liability in the case of any injury arising out of such use. Contractor shall provide safety equipment in accordance with Health and Safety Plan requirements. Prior to starting any work, Contractor shall provide certificate of respirator fit test and physician's "fit for respirator use" declaration for all Contractor employees or subcontractors that will be working at the site.

VII.

Contractor agrees not to assign or transfer this Contract, or any part thereof, without first obtaining prior written consent of Spokane County.

In addition to the provisions for termination specified in paragraph 2.14, Section 2, Page 12 of the Request for Bid, Spokane County may upon 7 days written notice, terminate Contractor's services for convenience. In such case, as well as in cases where termination is for non-appropriation of funds or for circumstances beyond the control of the Contractor or its subcontractors, the Contractor shall be compensated for satisfactory work performed to the date of termination.

Spokane County, upon written notice to Contractor, shall also have the right to immediately terminate the Contractor's services for any material breach of the obligations and requirements of this Contract.

VIII.

Contractor agrees to fully comply with all federal, state, and other laws applicable to this Contract as if the same were fully set forth haec verba. Each and every provision of law required to be inserted in this Contract by law shall be deemed to be inserted herein, and the Contract shall be read and enforced as though they were included herein. If, through mistake or otherwise, any such

provisions are not inserted, or are not correct, then, upon the application of either party, the Contract shall be forthwith amended to make such insertion.

IX.

Neither the State of Washington nor any of its Departments nor employees is or shall be a party to this Contract or any subcontract.

The parties agree that the State of Washington shall be, and is hereby, named as an express third-party beneficiary of this contract, with full rights as such.

X.

As required in the Project Consent Decree, Appendix D, and at the request of Spokane County, Contractor shall assist the EPA in the collection of evidence to document work performed and costs expended by Contractor or its subcontractors pursuant to this Contract in order to aid cost recovery efforts by the United States. Such assistance shall include providing all requested assistance in the interpretation of evidence and costs and providing requested testimony. All such assistance provided by Contractor or its subcontractors, requested by Spokane County, shall be considered extra work and shall entitle Contractor to an equitable adjustment in compensation and other provisions of the Contract that may be affected.

All materials resulting from Contractor's efforts in connection with this Agreement, including records, documents, reports, calculations, maps, photographs, computer programs, computer printouts, notes, soil samples, specimens, and any other pertinent data are the exclusive property of Spokane County. Such materials shall be retained by Contractor for a minimum of 10 (10) years. At the end of the ten (10) year period, Spokane County shall be notified by Contractor of the intent of Contractor to destroy or discard such materials in order to allow the County the opportunity to take possession of such materials before they are destroyed. Reuse by Contractor of any materials received or prepared for the Project, is prohibited without written permission of Spokane County. Contractor agrees to indemnify and hold harmless Spokane County and Landau Associates from all claims, damages, and expenses, including attorney's fees, arising out of such unauthorized use of these materials by Contractor.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed.

ATTEST:

William E. Donahue
Clerk of the Board

SPOKANE COUNTY

Board of County Commissioners
of Spokane County, Washington

BY:

for Sharon R. Bay
Roseanne Montague
Deputy Clerk

BY:

Patricia A. Mummey
Patricia A. Mummey
Chairman of the Board

Date Executed Sept. 8th 1992

(SEAL)

ATTEST:

Signature

Typed Name

Title

CONTRACTOR:

STACO WELL SERVICES, INC.

Typed Firm Name

Daniel J. Wells

Signature

PROJECT MANAGER

Title

Date Executed 9-9-92

(SEAL)

Approved as to Form: September 9, 1992

By:

Michael C. Demery

Deputy Prosecuting Attorney

CU03763



LANDAU
ASSOCIATES,
INC.

Geoenvironmental Engineering and Technologies

RECEIVED

AUG 10 1992

Ans'd

August 6, 1992

Mr. David Raymond
Spokane County Purchasing Department
North 721 Jefferson, Suite 303
Spokane, WA 99260-0290

RE: RECOMMENDATION FOR CONTRACTOR SELECTION
DRILLING SERVICES FOR COLBERT LANDFILL RD/RA PROJECT
(PROJECT/BID NUMBER 92-065)

Dear Mr. Raymond:

Landau Associates, Inc., Spokane County's engineering consultant for the Colbert Landfill Remedial Design/Remedial Action Project (Project), have reviewed the bids submitted for Project drilling services (Bid Number 92-065). Bids were received and reviewed from the following Bidders:

- Holt Drilling, Inc.
- Tacoma Pump & Drilling, Inc.
- Staco Well Services, Inc.

Additionally, a Request for Bid package was sent to Hokkaido Drilling, Inc., but they chose not to bid.

Landau Associates reviewed Part A (Cost Bid) of each bid to determine the apparent low bidder, which is Staco Well Services, Inc. (Staco). This review included a comparison of unit rates and total bid cost for each bidder to confirm that significant calculation errors were not present, and a detailed evaluation of the apparent low bidder's (Staco) calculations to verify that the bid was properly prepared. We found no errors in Part A of Staco's bid.

We then evaluated Part B [Statement of Qualifications (SOQ)] of Staco's bid. Staco's SOQ adequately addresses the Request for Bid submittal requirements, and the information presented therein demonstrates that Staco meets the experience, equipment, personnel, and schedule requirements identified in the Request for Bid.

Based on our review of the bids submitted, we recommend that Staco's bid be accepted and that Staco be identified as the lowest responsive and responsible bidder, subject to successful negotiation of a contract between Spokane County and Staco. Please contact us if you have any questions regarding our bid evaluations or recommendation.

LANDAU ASSOCIATES, INC.

By:

Lawrence D. Beard
Lawrence D. Beard, P.E.
Project Manager

LDB/sms
No. 124-002.21
08/06/92 COLBERT\RECOMM.LET

cc: Dean Fowler, Spokane County Utilities

CU03756

BID TABULATION

92-065 Well Drilling Services
 Bid Opening August 4, 1992

VENDOR	Part A, Basic Bid A	Part A, Basic Bid B	Average Basic Bid A and B	Part B	Adndm	Bid Bond
HOLT DRILLING INC.	575,347.00	482,680.75	529,013.88	X	X	X
TACOMA PUMP & DRILLING	424,761.75	479,687.75	452,224.75	X	X	X
STACO WELL SERVICES INC.	360,831.91	360,831.91	360,831.91	X	X	X

Apparent low bidder Staco Well Services Inc.

CU03769